

CHANGE ORDER (CO)

Excess Land FB-10-0044-01-01 GSB Pipe DATE:

5/17/2018

CO No.: 00210

Basin 418-Design

PROJECT: Construction Package No. 1

CONTRACT NO:

HSR 13-06

CONTRACTOR:

TITLE:

Attn: Ghassan Arigat

Tutor Perini/Zachry/Parsons, a Joint Venture

1401 Fulton Street

Suite 400

Fresno, CA 93721

<u>DESCRIPTION OF CHANGE:</u> This Change Order provides additional compensation for the redesign of drainage systems between STN S10849+49.22 and STN S10858+94.30 due to a change in the availability of Excess Land Parcel FB-10-0044-01-01 after initial design work was performed.

EXTRA WORK AT AGREED LUMP SUM:

For this work, the Contractor shall be paid the agreed lump sum of \$27,121.00. This lump sum constitutes full and complete compensation for providing all design services, including all markups by reason of this change.

TIME ADJUSTMENT:

Any delay due to this Change Order shall be evaluated under a separate Change Order in accordance with Section 23.4,

*Equitable Adjustments – Limitation on Delay and Disruption Damages," of the General Provisions.

0636	00001	Excess Land FB-10-0044-01-01 GSB Pipe Basin 418- Design	1.0	LS	\$27,121.00	\$27,121.00	Days 0
PCO	Payment	Description	Quantity	Unit	Unit	Net Amount	Time Adj.

Total: \$27,121.00 0

	Page 1 of 2	
Contractor	California High-Speed Rail Authority	

Acceptance by Submitted by Recommended by Approved by



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CO No.: 00210

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Release of Claims

Except as modified by this Change Order, all terms and conditions of the Contract, as previously modified, remain unchanged and in full force and effect. The parties agree that this Change Order is a final and equitable adjustment of the Contract time and Contract amount and constitutes a mutual accord and satisfaction of all claims, current or future, of whatever nature caused by or arising out of the facts and circumstances surrounding this Change Order including, but not limited to, direct, indirect and consequential costs; additional time for performance; and the impact of the modifications specified in this Change Order, alone or taken with other changes, on the unchanged Work.

Contractor's Sworn Certification

By executing this Change Order for the Contractor below, the undersigned for the Contractor certifies as true, under penalty of perjury (under the laws of California, executed in Fresno, California), as follows:

This Change Order is made in good faith and in accordance with the terms of the Contract.

The amount of time and/or compensation requested accurately reflects the appropriate adjustments and includes all known and anticipated impacts or amounts that may be incurred as a result of the event or matter giving rise to such proposed change.

The Contractor has no reason to believe and does not believe that the factual basis for this Change Order is falsely represented.

The Contractor has investigated the basis for each Subcontractor claim and has determined that each such claim is justified as to entitlement and amount of money and/or time requested and has no reason to believe and does not believe that the factual basis for the Subcontractor's claim is falsely represented.

Subcontractor's Sworn Certificatio Attached as	[indicate "none" if no		
	e sworn certifications from each Subcontractor involved n the form above.		
Tutor Perini/Zachry/Parsons, a Joi	nt Venture		
Acceptance by			
Signature	Ghassan Ariqat – Project Manager/Director	Date 5/25/18	
California High-Speed Rail Authori	ity		
Submitted by			
Signature	Glenn Suitor - D-B Oversight Manager	Date 5/29/2019	
Recommended by			
Signature	Steven Milton- Design & Construction Manager	Date 5/29/18	
Approval by			
Signature	Terry Ogle – Director of Design & Construction	Date ///8	
TP			